

## Terms of Service - Buyer (US)

# Google Wallet – Terms of Service

October 23, 2012

These Terms of Service are a legal agreement, between you, Google Inc. and Google Payment Corp., a wholly-owned subsidiary of Google Inc., that governs your access to and use of Google Wallet. The services described below are provided by Google Payment Corp. Please review these Terms of Service before you decide whether to accept them and continue with the registration process.

By agreeing to these Terms of Service, you represent the following:

- You are between 13 to 17 years of age and creating a Google Wallet account for the sole and limited purpose of redeeming Google Play Gift Card value for select items that are eligible for purchase by you on Google Play, subject to applicable laws and upon Google's discretion;
- or
- You are 18 years old or older; and
- Capable of entering into a legally binding agreement.

If you are a business entity, you also represent that you are:

- duly authorized to do business in the country or countries where you operate; and
- your employees, officers, representatives, and other agents accessing Google Wallet are duly authorized to access Google Wallet and to legally bind you to these Terms of Service and all transactions conducted under your username and password.

To use Google Mobile Wallet for in-store purchases with the Google Wallet Mobile Service and an NFC mobile phone, The Bancorp Bank will issue you a [Google Wallet Virtual Card](#). To use Google Wallet for certain online purchases, The Bancorp Bank will issue you a [Google Wallet Virtual OneTime Card](#).

By agreeing to these Terms of Service, you authorize Google Wallet to charge your selected card when you make online purchases using Google Wallet or in-store purchases using the Google Wallet Mobile Service. Please see Section 4 for more information.

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## 1. Definitions.

The following defined terms appear in these Terms of Service.

- **“Applicable Law”**: Any and all federal, state and local laws, rules and regulations applicable to the Services.
- **“Bancorp”**: The Bancorp Bank.
- **“Buyer”**: A Customer that uses a Service to purchase goods and/or services from Sellers or merchants.
- **“Carrier”**: A mobile telephone operator approved by GPC that offers a Carrier Billing Account.
- **“Carrier Billing Service”**: The payment process whereby GPC, on behalf of Seller, submits a Payment Transaction to the Carrier for billing to the Buyer’s Carrier Billing Account.
- **“Carrier Billing Account”**: The monthly or other periodic billing account provided to you by your Carrier that you register with the Processing Service to fund certain Payment Transactions.
- **“Customer”**: A person that registers for the Service(s).
- **“Google”** means Google Inc.
- **“Google Account”**: The account you create with Google Inc. for the use of Google Services, as defined in the Google Terms of Service.
- **“Google Mobile Wallet”**: The Google Wallet features that enable you to (i) make purchases at locations that accept contactless payments using a Google Wallet Virtual Card and (ii) make purchases on participating online merchant websites using a Google Wallet Virtual OneTime Card
- **“Google Wallet Account”**: The account that is assigned to you upon your completion of the Google Wallet set-up.
- **“Google Wallet Virtual Card”** The MasterCard-branded prepaid debit virtual payment card product issued by Bancorp downloaded and stored on the near-field communication chip of a mobile phone.
- **“Google Wallet Virtual Card Terms of Use”** The terms and conditions between you and Bancorp which are applicable to use of the Google Wallet Virtual Card.
- **“Google Wallet Virtual OneTime Card”**: The MasterCard-branded prepaid debit virtual payment card product issued by Bancorp for one time use in the Google Mobile Wallet Service at certain online merchants.
- **“Google Wallet Virtual OneTime Card Terms of Use”**: The terms and conditions between you and Bancorp which are applicable to use of the Google Wallet Virtual OneTime Card.
- **“Google Web Sites”**: The web site pages of Google, a Google affiliate or a Google-affiliated or partner company.
- **“GPC”**: Google Payment Corp.

- **“Offer(s)”**: Vouchers, coupons, discounts or other valuable content that can be redeemed at a participating merchant.
- **“Online Card Processing Service”**: The service by which GPC holds a Buyer’s registered Payment Instrument information and, at the time of a Buyer’s purchase from a Seller using the Google Wallet, GPC provides such information to the Seller (or the Seller’s card processor, including potentially GPC itself) for processing through the applicable card network, which Seller, in turn, provides to the issuer of the Payment Instrument for approval and financial settlement through the card network to the Seller.
- **“Payment Instrument”**: A credit card, debit card or Carrier Billing Account that is registered in a Customer's Google Wallet Account for Payment Transactions. A Payment Instrument must be associated with a billing address in a country where the applicable Service is made available.
- **“Payment Transaction”**: The processing of a payment that results in the debiting, charging, or other related transaction, of the Purchase Amount to a Buyer’s Payment Instrument.
- **“Processing Service”**: The Online Card Processing Service and the Carrier Billing Service.
- **“Product”**: Any merchandise, good or service that a Buyer may purchase using a Service.
- **“Purchase Amount”**: The dollar amount of a Payment Transaction to pay for a Product, and any related fees, taxes or shipping charges, as applicable.
- **“Rewards Program Item(s)”**: The Google Mobile Wallet service which enables you to store information on your mobile device or in GPC’s servers for reward program points, or other incentives that can be redeemed at a participating merchant for Products.
- **“Seller”**: A Customer that uses the Processing Service to process Payment Transactions from Buyers.
- **“Service(s)”**: The Google Wallet products and services described in these Terms of Service that are or facilitate (i) the Processing Service, and, (ii) the Google Mobile Wallet.
- **“We”, “us”**: Google Inc. and Google Payment Corp.
- **“You”, “you”**: A person that applies to, or registers to use, or uses, the Services.

## 2. Registration for Google Wallet.

### 2.1 Getting started with Google Wallet.

When you sign up for Google Wallet, you are creating a Google Wallet Account that is associated with your Google Account. Depending on the Services of Google Wallet you use, you may be asked to provide information such as your name, contact information, Payment Instrument information, date of birth, and/or your social security number. We may verify your registration information with a third party verification vendor. In some cases, we may ask you to send us additional information, such as a copy of your driver’s license or passport, or to answer additional information to help us verify your identity. Finally, if you register a Carrier Billing Account, we will ask you to provide your mobile telephone number and the name and billing address associated with that number.

The information you provide will be used by us to determine if you are eligible to begin and/or continue to use Google Wallet Services. Provision and use of such data is subject to the [Google Wallet Privacy Notice](#), as described more fully in Section 7 below.

### 2.2 USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business

that opens an account or requests credit.

## **2.3 Accuracy of Registration Information.**

You are responsible for providing accurate registration information and for keeping your registration information up to date, or notifying us in the event of changes. Changes to your primary residence address may require you to accept new Google Wallet terms of service for the country to which you have moved. In addition, as certain services are currently offered only in select countries, changes to your primary residence address may result in your becoming ineligible for certain services.

## **2.4 Relation to your Google Account.**

In order to use Google Wallet Services, you must have a Google Account which is in good standing with Google, in accordance with the [Google Terms of Service](#). If you or Google closes your Google Account for any reason, your Google Wallet Account will also be closed and you will no longer be able to access the Google Wallet Services.

## **3. The Processing Service.**

### **3.1 Getting Started with the Processing Service.**

In order to use the Processing Service, you must complete all required information elements on the Processing Service registration web pages. You must register a Payment Instrument to make Payment Transactions and pay fees and other obligations arising from your use of the Processing Service.

You authorize GPC to confirm that your Payment Instrument is in good standing with the issuing financial institution and/or Carrier (as applicable), including, but not limited to, by submitting a request for a payment authorization and/or a low dollar credit and/or debit to the Payment Instrument, in accordance with the relevant card association or Carrier rules as applicable. You also authorize GPC to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as GPC deems appropriate to evaluate your registration for or continued use of the Processing Service. GPC, in its sole and absolute discretion, may refuse to approve or may terminate existing registrations for the Processing Service with or without cause or notice, other than any notice required by any Applicable Law, and not waived herein.

### **3.2 Online Card Processing Service.**

The Online Card Processing Service facilitates a credit or debit card purchase by a Buyer from a Seller that is registered with GPC to receive certain merchant payment processing services. The Online Card Processing Service stores information from Buyers, such as their Payment Instruments and shipping information. GPC processes Payment Transactions on behalf of Sellers, as the agent of the Seller, through the appropriate credit card or debit card network or through a participating Carrier, as applicable. When Buyer chooses to pay for Products with the Processing Service, Buyer authorizes the Seller to submit charges (and, in the case of refunds, credits) to Buyer's registered Payment Instrument. GPC will assist the Seller in accessing the card networks and processing the Payment Transaction. Purchases made through the Online Card Processing Service are also subject to the terms and conditions governing Buyer's Payment Instrument between Buyer and the issuer of the Payment Instrument. Buyer is responsible for any charges and related fees that may be

imposed under the Payment Instrument terms and conditions as a result of Buyer's use of a Payment Instrument.

You acknowledge and agree that your purchases of Products are transactions between you and the Seller, and not with GPC, Google or any of their affiliates. Neither GPC nor Google are a party to your Payment Transaction for the purchase of Products, and GPC, Google, or other GPC affiliates are not a Buyer or a Seller in connection with any Payment Transaction, unless expressly designated as such in the listing of the Product on a Google Web Site.

### **3.3 Carrier Billing Service.**

Certain Sellers that use the Processing Service may permit you to have your purchase billed to your Carrier Billing Account. These additional terms apply when you use Carrier Billing through the Processing Service:

- Registering your Carrier Billing Account as a payment option requires your mobile telephone number, name and billing address of the Carrier Billing Account associated with that number. You consent to your Carrier providing this information to GPC, and you will review the information during sign-up for Carrier Billing, and correct any inaccuracies. This information will be used by GPC for the purpose of establishing your Carrier Billing Account as a Payment Instrument in your Google Wallet, and for operating the Processing Service. You also agree that GPC and your Carrier may share information with each other regarding your Carrier Billing activity in order to charge or credit your Carrier Billing Account and otherwise complete payments for purchases, reversals, refunds or adjustments of Payment Transactions, resolve disputes, provide customer support, and for other Carrier Billing-related purposes.
- When you choose to pay for a transaction with Carrier Billing, you authorize the Seller and GPC, as agent of and processor for the Seller, to submit charges and credits to your Carrier, and your Carrier to make such charges and credits to your Carrier Billing Account, as necessary to complete the Payment Transaction, or to complete the reversal, refund, or adjustment of that Payment Transaction.
- You can use Carrier Billing to purchase applications (e.g., downloadable or networked applications, wallpapers, ring-tones, games, and productivity tools) ("Apps") for and with your compatible device from certain merchants on Google Play. These Apps are not sold by your Carrier, Google, GPC, or Google Play. You can identify the Seller of the App at the point of purchase.
- Purchases made through Carrier Billing are also subject to the terms and conditions of your Carrier Billing Account. You are responsible for any charges and related fees that may be imposed under your Carrier Billing Account terms and conditions as a result of your use of Carrier Billing.
- You may contact your Carrier's customer service if you have a question about the charges or fees billed to your Carrier Billing Account. You should direct support questions regarding products, such as Google Play Apps, purchased through Carrier Billing to the Seller from whom you purchased the App.
- None of Carrier, Google, GPC, or Google Play is responsible for any product (including an App) purchased with Carrier Billing, including download, installation, use, transmission failure, interruption, or delay, refunds, third party advertisements you may encounter while using the product or App, alterations any App may make to the functionality of your device, including any changes that may affect your Carrier's plan, service, or billing, or any content or website you may be able to access through the App.

### **3.4 One Time Wallet Account.**

Where offered by a Seller, you may use the Processing Service to make a Payment Transaction through a one-time Google Wallet Buyer account, also referred to as a “One Time Account”, “Guest Account” or a similar name. If you make a Payment Transaction through a One Time Account, these Terms of Service apply except:

- You will create the One Time Account at the time you make the Payment Transaction and you can use the One Time Account only for that single Payment Transaction.
- You will not create a username or password for the One Time Account.
- Information about a Payment Transaction made through the One Time Account will be accessible at the time of the Payment Transaction and subsequently through a dedicated webpage link provided to you.
- Information about a Payment Transaction made through a One Time Account will not be accessible through any other Google Wallet Account you may have.

### **3.5 Subscriptions/Recurring Transactions Purchases**

The subscription services described in this section are not currently available when using the Google Mobile Wallet.

In the event that the Processing Service (other than Google Mobile Wallet) offers you the ability to pay for subscriptions, your subscription will start when you click “Accept & buy” on a subscription purchase. This is a recurring billing transaction. Unless otherwise stated, your subscription and the relevant billing authorization will continue indefinitely until cancelled by you.

By clicking “Accept & buy,” you authorize the applicable Seller to bill your chosen Payment Instrument during the subscription at the Purchase Amount. The Purchase Amount will continue to be charged to your Payment Instrument, until you cancel your subscription, unless as otherwise stated in the terms and conditions. The billing rate is subject to change by the Seller during the subscription period.

Your Payment Instrument will be billed each period based on the date of the subscription purchase.

You may cancel a subscription at any time, but the cancellation will not become effective until the end of the current billing period. You will not receive a refund for the current billing period. You will continue to be able to access the relevant subscription for the remainder of the current billing period.

We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

### **3.6 Permissible Payment Transactions.**

You may only use the Processing Service to process a Payment Transaction for a Product that is purchased from a Seller through a legitimate, bona fide sale of the Product. The Processing Service may not be used to process a Payment Transaction, or otherwise transfer money between a Buyer and Seller, that is unrelated to a purchase of a Product. The Processing Service may not be used to receive cash advances from Sellers or to facilitate the purchase of cash equivalents (travelers checks, prepaid cards, money orders, etc.). You may not use the Processing Service to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction.

You agree that you will not use the Processing Service to process Payment Transactions for any Products that violate these Terms of Service, other policies or rules applicable to the Processing Service, or Applicable Law. The current policy that establishes the Products and other transactions that may not be paid for with the Processing Service is provided here. Failure to comply with these limitations may result in suspension or termination of your use of the Processing Service.

Additional terms may apply for the use of the Google Wallet Virtual Card and the Google Wallet Virtual OneTime Card, as described in Section 4.

### **3.7 Purchases Eligible for "Instant Refund"**

The Instant Refund option is in addition to the merchant's refund/cancellation policy that is disclosed by the merchant at the time of purchase.

Certain internet content, products and application features ("Content") may be available for purchase from merchants with an Instant Refund option that allows you to cancel the purchase before your Payment Instrument is charged. Content eligible for this Instant refund option will be identified to you by a banner on the "Buy" button which states: "with Instant Refund".

By clicking the "Buy" button on a merchant website where this feature is available, you authorize the merchant, and its service providers, including Google, to bill your Payment Instrument at the stated rate for the Content, plus any applicable tax, without further action by you. Your payment order will be deemed to have been received thirty minutes after you click the "Buy" button. If after clicking the "Buy" button, you determine that you do not wish to retain access to the Content, you may click the "get an Instant Refund" link for up to thirty minutes. Upon clicking the "get an Instant Refund" link, the purchase transaction with the merchant will be canceled, the Content will no longer be visible to you, and your Payment Instrument will not be charged for the purchase. Instant Refund refers only to the cancellation of your purchase transaction within thirty minutes of your clicking the "Buy" button. After thirty minutes have elapsed, any refund or cancellation of your purchase will be subject to the merchant's general refund policies.

Purchased Content will continue to be hosted by the merchant from whom it was purchased, and you must be logged into your Google Account to view your purchased Content. Certain purchased Content may become unavailable to you if you cancel your Google Account, or if the provider of such Content determines to no longer host it.

The Instant Refund option is only available for certain purchases, as described above. In addition, your use of the Instant Refund option may be restricted if, in our discretion, we determine that your use of the Instant Refund option is excessive or as otherwise stated in these Terms of Service. If your use of the Instant Refund option has been restricted for a purchase as to you, the banner on the "Buy" button which states "with Instant Refund" will not be visible to you.

### **3.8 Service Fees.**

GPC does not charge a fee to use the Processing Service as a Buyer. The financial institution that issues, or the Carrier that provides, your Payment Instrument may charge a fee in connection with the debiting or charging of the Payment Instrument resulting from the Payment Transaction. You should consult the terms and conditions governing your Payment Instrument for more information about any such fees.

### 3.9 Disputes.

GPC will provide various tools to assist Customers in communicating with each other to resolve a dispute that may arise between Buyers and Sellers with respect to their transaction.

For transactions other than those involving the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card, if Customers are unable to resolve a dispute, GPC can mediate disputes between buyers and sellers if either party requests assistance. If this occurs, GPC will review the dispute and propose a non-binding solution, if appropriate. For more detailed information, please see our [Frequently Asked Questions](#).

For disputes applicable to the Google Wallet Virtual Card and the Google Wallet Virtual OneTime Card, please see Section 4.

GPC may offer a feedback or other ranking system on the Processing Service to assist you in evaluating other Customers of the Service. You acknowledge that any such feedback or ranking system represents solely the opinion of other Customers of the Processing Service, and is not an opinion, representation, or warranty by GPC with respect to other Customers of the Processing Service.

You agree to release GPC, Google, and other GPC affiliates, and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. You agree that you will not involve GPC in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Seller, other Buyer, advertiser or other third party in connection with the Service. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of GPC, Google, and other GPC affiliates and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below. However, nothing in these Terms of Service shall constitute a waiver of any rights, claims or defenses that you may have with respect to a Payment Transaction under the Buyer's card issuer agreement or Carrier Billing Account terms and conditions, the card association rules or applicable state and federal laws, such as the federal Truth in Lending Act or the Electronic Fund Transfer Act.

If you are a California resident, you hereby expressly waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

### 3.10 Refunds.

(a) If you believe your Google Wallet Account has been opened or used in an unauthorized manner in connection with a Payment Transaction, please see our [fraud protection process](#). Also, please see our [Frequently Asked Questions](#) for more information on how GPC protects you from fraud.

(b) Except as set forth in these Terms of Service, all Payment Transactions processed through the Processing Service are non-refundable to Buyer by GPC and are non-reversible by Buyer through the Processing Service. You may have additional refund or charge-back rights under your Payment Instrument issuer agreement or applicable state and federal laws. You should review your periodic statement received from the issuer of your Payment Instrument which will reflect all purchase transactions through the Processing Service. The refund procedure described in this Section 3.10(b) does not apply to transactions involving the

Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card. For refund policies applicable to these products, please see Section 4 below.

### **3.11 Unclaimed Property.**

If GPC is holding funds due to you arising from a Payment Transaction processed through the Processing Service or otherwise, and GPC is unable to contact you and has no record of your use of the Processing Service for several years, Applicable Law may require GPC to report these funds as unclaimed property. If this occurs, GPC will try to locate you at the address shown in our records, but if GPC is unable to locate you, it may be required to deliver any such funds to the applicable state as unclaimed property. GPC reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by Applicable Law.

### **3.12 GPC Not a Banking Institution.**

GPC processes Payment Transactions through the Processing Service as an agent of and on behalf of Sellers. GPC is not a bank or other chartered depository institution. Funds held by GPC or its service providers (including any bank service providers) in connection with the processing of Payment Transactions are not deposit obligations of Buyer and are not insured for the benefit of Buyer by the Federal Deposit Insurance Corporation or any other governmental agency.

## **4. The Google Mobile Wallet.**

### **4.1 General Description.**

The Google Mobile Wallet may allow you to make Payment Transactions (i) in-store using the Google Wallet application which resides on your smart phone or (ii) online at certain merchants using your Payment Instruments which are stored on Google Wallet servers or hosted by a third party provider designated by GPC (the “**Google Mobile Wallet Service**”).

The Google Mobile Wallet Service may enable you to store on GPC’s servers and access your Payment Instruments, Offers, Reward Program Items, Payment Instrument transaction history or available balance information and payment credentials. The Google Mobile Wallet Service gives you the ability to make purchases at participating merchant locations using an eligible NFC mobile device or on participating merchant websites online. GPC will charge your Payment Instruments for transactions using the Google Mobile Wallet Service. In those instances where the Google Mobile Wallet Service may be enabled for non-NFC mobile devices, the Google Mobile Wallet Service may have reduced functionality.

### **4.2 Getting Started with Google Mobile Wallet.**

(a) In order to use the Google Mobile Wallet, you must (i) be a resident of the United States, (ii) link Google Mobile Wallet to your Google Wallet and (iii) if you are using the Google Mobile Wallet on an NFC enabled mobile device, set a PIN code. You are responsible for maintaining the confidentiality of your PIN code. You agree to notify Google Wallet immediately of any unauthorized use of Google Mobile Wallet or any other breach of security regarding the Google Mobile Wallet of which you have knowledge.

- (b) **Your Payment Instruments.** In order to store your Payment Instruments in your Google Wallet Account, you will need to provide the information requested by Google Wallet.
- (c) GPC does not make any representation or verify that any of your Payment Instruments are in good standing or that the issuer of your Payment Instrument will authorize or approve any purchase of Products from a merchant when you use the Google Mobile Wallet in connection with that purchase.

#### **4.3 Using the Google Mobile Wallet Service.**

- (a) You can use the Google Mobile Wallet Service in two ways:

(i) In store using the Google Wallet Virtual Card stored on your mobile device by logging in to your Google Wallet Account and waving the NFC mobile device near the merchant's NFC reader; or

(ii) Online using the Google Wallet Virtual OneTime Card issued to you for such transaction when you log into your Google Wallet Account online through your mobile device, at a computer, or

other device with online capabilities.

By using your Google Wallet Account using either of the methods described above to make Payment Transactions, you authorize GPC to charge your selected Payment Instrument for such Payment Transaction.

(b) **Storing Payment Instruments.** Through the Google Mobile Wallet Service, Google Mobile Wallet may enable you to store and access Payment Instruments, Offers, or Reward Program Item information, including balance and transaction information, on Google's servers. You can store a Payment Instrument with the Google Mobile Wallet Service by providing the information requested on the Google Mobile Wallet Service sign-up page, including payment credentials and billing address. If you have already stored a Payment Instrument through the Processing Service, that Payment Instrument may be available for use with the Google Mobile Wallet Service.

#### **4.4. Transacting with Google Wallet Mobile Service and Google Wallet Virtual Card.**

(a) **Issuance of the Google Wallet Virtual Card.** To enable your use of the Google Mobile Wallet Service via your NFC mobile device, GPC has arranged for Bancorp to provide you with access to a MasterCard®-branded virtual prepaid debit payment card product, the Google Wallet Virtual Card, which is stored on your mobile device. By using the Google Mobile Wallet Service and the Google Wallet Virtual Card, you also agree to the [Google Wallet Virtual Card Terms of Use](#), which may be updated from time to time. For avoidance of doubt, the Google Wallet Virtual Card Terms of Use are between you and Bancorp, not Google or GPC. In addition, the terms and conditions applicable to your chosen Payment Instrument also apply to all transactions involving the Google Wallet Virtual Card. Please refer to the terms and conditions applicable to your chosen Payment Instrument. By requesting the Google Mobile Wallet Service on your NFC enabled mobile device, you are requesting the issuance of the Google Wallet Virtual Card in order to facilitate your use of the Service.

(b) **Using the Google Mobile Wallet Application.** In order to use the Google Mobile Wallet Application on an

NFC mobile device, follow the instructions on the Google Mobile Wallet Application to log in and then place your NFC mobile device near the merchant's NFC reader. When you place your mobile device near the merchant's NFC reader, your Google Wallet Virtual Card information will be transferred from your NFC mobile device to the merchant for use in processing the Payment Transaction. The Google Wallet Virtual Card is a prepaid debit card that can be used to make purchases when you use the Google Wallet Mobile Service at a merchant location that accepts contactless payments, even if the issuer of your registered debit or credit card is not a Google Wallet partner for NFC transactions. The Google Wallet Virtual Card is different from your debit or credit card registered in Google Wallet. The merchant will not receive your registered debit or credit card information. Rather, Bancorp will settle the Google Wallet Virtual Card payment to the merchant. Then, GPC will bill your selected Payment Instrument for the total purchase amount of the Payment Transaction.

(c) Payment Transaction Limits. There are maximum dollar limits on purchase payments that you may make using Google Wallet Virtual Card. Maximum purchase payments may not exceed the lesser of \$1,000 or any daily purchase transaction limit imposed by your selected credit or debit card. GPC may, at its discretion, increase this maximum upon verification of your identity. In addition, Google Wallet Virtual Card purchase transactions below this amount may be declined if GPC is unable to complete a funding transaction to your selected Payment Instrument. The Google Wallet Virtual Card may not be used for transactions in which you request cash back from the merchant. In addition, you may be subject limitations on the amount or type of transaction or merchant as per the terms and conditions of your selected credit or debit card. Please refer to the terms and conditions of your selected credit or debit card. You are responsible for any charges and related fees that may be imposed under the terms and conditions applicable to the selected Payment Instrument for any Payment Transaction using a Google Wallet Virtual Card. The Google Wallet Virtual Card is not a credit card, and GPC and Bancorp are not extending you credit in connection with your use of the Google Mobile Wallet Service or the Google Wallet Virtual Card. GPC will instruct Bancorp to deny a requested Google Wallet Virtual Card purchase if GPC has reason to believe that it will not be able to initiate a charge to your selected Payment Instrument, or if GPC otherwise believes that GPC will not be able to obtain funds from you to complete the requested purchase payment. We reserve the right to decline any Google Wallet Virtual Card-initiated Payment Transaction.

#### **4.5 Transacting with Google Mobile Wallet Service and Google Wallet Virtual OneTime Card.**

(a) Issuance of the Google Wallet Virtual OneTime Card. To enable your use of the Google Mobile Wallet Service online using your mobile phone, a computer, or other device, GPC holds a Buyer's registered Payment Instrument information and facilitates payment to participating online merchants using a Google Wallet Virtual OneTime Card, after which GPC will charge the Buyer's selected Payment Instrument for the purchase. When you use the Google Mobile Wallet Service to make a purchase online, The Bankcorp Bank will issue you a Google Wallet Virtual OneTime Card, a MasterCard-branded virtual prepaid debit card product that can only be used for the specific purchase for which it was issued. After issuance of the Google Wallet Virtual OneTime Card, GPC facilitates the payment to a merchant through such card, and then charges your selected Payment Instrument. When you choose to pay for a purchase online using the Google Mobile Wallet Service, you authorize the merchant and GPC to submit charges (and, in the case of refunds, credits) to your Google Wallet Virtual OneTime Card and the applicable registered Payment Instrument. By using a Google Wallet Virtual OneTime Card, you also agree to the [Google Wallet Virtual OneTime Card Terms of Use](#), which may be updated from time to time. For the avoidance of doubt, the Google Wallet Virtual OneTime Card Terms of Use are between you and Bancorp, the issuer of the Google Wallet Virtual OneTime Card, and not Google, GPC, or any of their affiliates.

(b) Using a Google Wallet Virtual OneTime Card To Make Merchant Purchases. The Google Wallet Virtual OneTime Card is a prepaid debit card that can be used to make online purchases at a registered merchant's site that accepts MasterCard-branded prepaid debit cards. The Google Wallet Virtual OneTime Card is different from the debit or credit card registered in a Buyer's Google Wallet Account. The merchant will not receive your full registered debit or credit card information. Rather, Bancorp will settle the Google Wallet Virtual OneTime Card payment to the merchant. Then, GPC will charge the applicable debit or credit card that is registered your Google Wallet Account and selected by the Buyer as the default Payment Instrument for the Purchase Amount.

(c) Payment Transaction Limits. There are maximum dollar limits on purchase payments that you may make using a Google Wallet Virtual OneTime Card. Maximum purchase payments may not exceed the lesser of \$2,000 or any daily purchase transaction limit imposed by your selected credit or debit card. GPC may, at its discretion, increase this maximum upon verification of your identity. In addition, Google Wallet Virtual OneTime Card purchase transactions below this amount may be declined if GPC is unable to complete a funding transaction to your selected Payment Instrument. The Google Wallet Virtual OneTime Card may not be used for transactions in which you request cash back from the merchant. In addition, you may be subject to limitations on the amount or type of transaction or merchant as per the terms and conditions of your selected credit or debit card. Please refer to the terms and conditions of your selected credit or debit card. You are responsible for any charges and related fees that may be imposed under the terms and conditions applicable to the selected Payment Instrument for any Payment Transaction using a Google Wallet Virtual Card. The Google Wallet Virtual OneTime Card is not a credit card, and GPC and Bancorp are not extending you credit in connection with your use of the Google Mobile Wallet Service or the Google Wallet Virtual OneTime Card. GPC will instruct Bancorp to deny a requested Google Wallet Virtual OneTime Card purchase if GPC has reason to believe that it will not be able to initiate a charge to your selected Payment Instrument, or if GPC otherwise believes that GPC will not be able to obtain funds from you to complete the requested purchase payment. We reserve the right to decline any Google Wallet Virtual OneTime Card-initiated Payment Transaction.

#### **4.6. Offers and Reward Program Items.**

(a) Saving an Offer to Google Mobile Wallet. Offers may be presented to you on Google websites or mobile applications, participating third party websites or mobile applications, through the Google Mobile Wallet Application, or at a merchant's physical location. If you are logged into your Google Wallet account, you may select an Offer and store the Offer to appear in your Google Wallet account for redemption with a participating merchant.

(b) Storing Reward Program Items. In order to store Reward Program Items in Google Mobile Wallet, you must provide all information required by Google Mobile Wallet.

(c) Redemption of an Offer/Reward Program Item. In order to redeem an Offer and/or Reward Program Item stored in Google Mobile Wallet with a participating merchant, you may, at the request of the merchant, either (i) permit the merchant to read the Offer and/or Reward Program Item off the screen of the mobile device, or (ii) place the mobile device near the NFC reader to transmit the Offer or Rewards Program Item redemption information to merchant, (iii) use the Google Mobile Wallet Service to redeem an Offer or Rewards Program Item in conjunction with a payment transaction, or (iv) provide the promotion code or other code associated with an Offer and/or Rewards Program Item to the participating merchant upon such merchant's request. By taking any of the foregoing actions, you authorize the information regarding the Offer and/or Reward

Program Item to be transferred from your mobile device to the merchant for redemption. The redemption is processed by the merchant at its discretion, in accordance with the merchant's terms and conditions for the Offer and/or Reward Program Item, as applicable. If you have questions regarding redemption of an Offer and/or Reward Program Item, please contact the merchant.

#### **4.7 Rewards.**

GPC does not guarantee and makes no representations that the issuer or the associated payment network of any Payment Instruments you have registered with the Google Mobile Wallet will honor any usual or promotional rewards or benefits (including any purchase protection or insurance) for your purchases using the Google Mobile Wallet. The issuer and associated network of your Payment Instruments will determine whether or not any rewards or benefits will apply to purchases made using the Google Mobile Wallet. GPC and Google are not providing you with any rewards or benefits (including purchase protection and insurance) for your use of the Google Mobile Wallet.

#### **4.8 Communication with Issuers.**

By electing to use Google Mobile Wallet, you authorize GPC, directly or through the Google Mobile Wallet to communicate with the issuer of your Payment Instrument, Offer or Reward Program Item to provide or obtain any information required by that issuer. An issuer that provides this information does not endorse and is not responsible for Google Mobile Wallet.

#### **4.9 Third Party Providers.**

GPC may have arranged for third party providers to provide products or services to you through the Google Mobile Wallet ("Third Party Providers"). In order to use these products or services, you may be required to agree to additional terms and conditions from those Third Party Providers, and may be subject to additional requirements of the Third Party Provider. By agreeing to these Terms of Service or continuing to use the Google Mobile Wallet, you hereby agree to any Third Party Provider terms that apply to your use of such products and services through Google Mobile Wallet which may be updated from time to time. For avoidance of doubt, these Third Party Provider terms are between you and the applicable Third Party Provider, not GPC.

#### **4.10 GPC is Not a Banking Institution, Issuer, or Processor.**

Google Mobile Wallet provides you with the ability to store Payment Instruments, Offers, and Reward Program Items, and to communicate such information to participating merchants. GPC is not a bank or other chartered depository institution. GPC is not an issuer of any Payment Instrument, Offer, or Reward Program Item. Your purchases of Products and/or redemptions of Offers or Reward Program Items using Google Mobile Wallet are transactions between you as a Buyer and the merchant as the merchant, and not with GPC or any Google affiliates. GPC is not a party to your purchase of Products or redemption of Offers or Reward Program Items. With respect to Google Mobile Wallet transactions, all payment processing is handled solely by the merchant, and GPC is not involved in the merchant's processing of the payment. For the Payment Transaction facilitated with the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card, GPC handles the payment to the merchant and the charging of your registered credit or debit card to conduct your payment for the purchase.

These Terms of Service do not amend or otherwise modify your agreement with the issuer of your Payment Instrument, Offer, or Reward Program Item, and you are responsible for ensuring your use of the Google Mobile Wallet complies with such agreements. You also are responsible for all charges and/or debits to your Payment Instrument resulting from purchases of Products or redemptions of Offers or Reward Program Items using the Google Mobile Wallet, in accordance with such agreements. In the event of any inconsistency between these Terms of Service and your agreement with the issuer of your Payment Instrument, Offer, or Reward Program Item, these Terms of Service govern the relationship between you and GPC solely with respect to Google Mobile Wallet, and your agreement with the issuer of your Payment Instrument, Offer, or Reward Program Item governs the relationship between you and the issuer of the Payment Instrument, Offer, or Reward Program Item. You acknowledge and agree that you are solely responsible for the Payment Instrument, Offer, Reward Program Item, and other information you enter or otherwise store in the Google Mobile Wallet. GPC is not responsible for the accuracy or availability of any information you enter or otherwise store in the Google Mobile Wallet, including, without limitation, whether such information is current and up-to-date.

#### **4.11 Advertising.**

Some of the features of Google Mobile Wallet may be supported by advertising revenue and may display advertisements and promotions. In consideration for GPC granting you access to and use of Google Mobile Wallet, you agree that GPC may place such advertising. In addition, you may have the choice to opt-in to allowing information from Google Mobile Wallet to be used by GPC and Google in order to present you with more relevant advertising, Offers and Reward Program Items.

#### **4.12 Third Party Fees.**

You are responsible for any fees charged by your telecommunications provider, Payment Instrument, Offer, or Reward Program Item issuer, merchant, or any other third party in connection with your use of Google Mobile Wallet.

#### **4.13 General Terms relating to the use of the Google Mobile Wallet Service.**

(a) GPC will instruct Bancorp to deny a requested Google Mobile Wallet Service purchase if GPC has reason to believe that it will not be able to initiate a charge to your selected Payment Instrument, or if GPC otherwise believes that GPC will not be able to obtain funds from you to complete the requested purchase payment. We reserve the right to decline any Google Mobile Wallet initiated Payment Transaction. We reserve the right to suspend your use of any Google Mobile Wallet Service for any reason.

(b) You acknowledge and agree that your purchases through the Google Mobile Wallet Service are transactions between you and the merchant and not with GPC, Google or any of their affiliates.

(c) The Google Wallet Mobile Service may only be used for U.S. dollar transactions within the fifty U.S. states and the District of Columbia. The Google Wallet Mobile Service does not support payments in foreign currencies.

(d) You do not have any ownership interest in the prepaid account associated with the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card, and you may only use these products to make purchase

transactions in accordance with these terms.

(e) Your Authorization for Google Mobile Wallet Service Billing. By using the Google Mobile Wallet Services to make a purchase payment, you authorize the use of the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card to complete a payment to the merchant, and you authorize GPC to charge the applicable credit card or debit card that is registered in Google Wallet and selected by you as the default Payment Instrument for the Purchase Transaction. The charge by GPC to your registered Payment Instrument is a separate payment transaction from the Google Wallet Mobile Service purchase transaction. This funding transaction will identify GPC or Google within the payment transaction identifier on your Payment Instrument statement.

(f) Receipts At Merchant Locations. You may receive a transaction receipt from a merchant when you use the Google Mobile Wallet Service. This merchant receipt will reflect the last four digits of the Google Wallet Virtual Card or the Google Wallet Virtual OneTime and not your credit card or debit card number that will be charged by Google Mobile Wallet Service for the payment. GPC is under no obligation to provide you with a receipt or other written confirmation in connection with the charge made at a merchant location or with an online merchant.

(g) No Extension of Credit. Neither of the Google Wallet Virtual Card or Google Wallet Virtual OneTime Card is a credit card, and GPC and Bancorp are not extending credit in connection with your use of the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card.

(h) Limits on Merchants and Purchases. We may impose limits on merchants where you can use the Google Mobile Wallet Service. For example, you cannot use the Google Mobile Wallet Service to purchase outbound telemarketing services or direct marketing travel related arrangement services. Please refer to the [Google Wallet content policy](#) for additional restrictions on permissible transactions using the Google Mobile Wallet Service. Please also refer to the Google Wallet Virtual Card Terms of Use or the Google Wallet Virtual OneTime Card Terms of Use, as applicable, for further information on additional limitations on permissible payments using the applicable Google Mobile Wallet Service.

(i) Periodic Statements. You agree that we will not provide you with a separate periodic statement for your use of the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card. An electronic transaction statement showing all transactions with the Google Wallet Virtual Card and the Google Wallet Virtual OneTime Card and your other Google Wallet Account transactions in electronic format will be made available free of charge at [www.wallet.google.com/manage](http://www.wallet.google.com/manage). You are responsible for reviewing the Google Wallet Virtual Card and the Google Wallet Virtual OneTime Card transactions reflected on the Google Wallet Account transaction statement.

(j) Customer Service. If you have an inquiry regarding a payment made with the Google Mobile Wallet Service, or you believe there has been an error or unauthorized transaction regarding a payment transaction using Google Wallet and the Google Wallet Virtual Card, or the Google Wallet Virtual OneTime Card, please contact Google Wallet Support at 1-888-249-1855.

(k) Error Resolution. Google Wallet provides you with certain rights and protections in the event of an error or unauthorized transaction arising from your use of Google Wallet in which the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card has been used to facilitate a payment to a merchant. With respect to Payment Transactions made using the Google Wallet Virtual Card or the Google Wallet Virtual OneTime Card, see the applicable Terms of Use between you and the issuer of these card, Bancorp for more details

regarding these protections and a statement of your potential liability for use of the Google Wallet Virtual Card, or the Google Wallet Virtual OneTime Card. You may also have certain rights and protections that are provided to you under your agreement with the issuer of your Payment Instrument or Applicable Law with respect to the charges for a purchase payment made to your registered credit or debit card. You should consult your agreement with the issuer of your Payment Instrument for details.

(l) No Relationship with Issuer of Payment Instruments. Use of the Google Mobile Wallet Service is not approved by, or offered in conjunction with the issuer of your Payment Instrument. Your Payment Instrument issuer may impose fees, transaction limits, or other limitations on funding transactions the GPC submits to obtain funding for Google Mobile Wallet Service transactions.

## 5. Google Play Gift Cards.

**Eligibility and Redemption.** Google Play Gift Cards (“Gift Cards”) are valid only for users who are 13 years of age or older, and who are residents of the USA. Gift cards are issued by Google Payment Corporation (“GPC”). To redeem a Google Play Gift Card, you will need access to the internet, and you will need to create a Google Wallet account. For users between 13-17 years of age, your Wallet enrollment is limited solely to redemption of Gift Cards on Google Play. Google Play Gift Cards must be redeemed toward the purchase of eligible products on <http://play.google.com>. Purchases are deducted from the Gift Card balance. Any unused Google Play Gift Card balance will be placed in the recipient's Google Play Gift Card account when redeemed. Google may provide Gift Card purchasers with information about the redemption status of Google Play Gift Cards that they purchase. To view Google Play Gift Card balances, visit <https://wallet.google.com/viewWallet>.

**Limitations.** The Gift Card may be used for purchases of eligible items on Google Play only. Limits may apply to redemption and use. The Gift Card is not redeemable for cash or other cards, is not reloadable or refundable, cannot be combined with other non-Google Play Gift Card balances in your Google Wallet account, and cannot be resold, exchanged or transferred for value, except as required by law. If an order exceeds the Gift Card amount, the transaction will be declined unless more value is added to the Google Play Gift Card balance. Once a Gift Card is purchased, the risk of loss and title for the Gift Card passes to the purchaser. GPC disclaims all express or implied warranties as to the Google Play card and Google Play. Gift Card terms may be subject to change in our sole discretion subject to Applicable Law. To view the most recent Google Play Gift Card terms online, visit [play.google.com/about/card-terms.html](http://play.google.com/about/card-terms.html).

**No Fees or Expiration.** No fees or expiration dates apply to this Gift Card. Any refunded amounts, if applicable, will be credited back to your Google Play Gift Card balance for future use under the same terms, unless otherwise required by law.

**Fraud.** Google is not responsible if a Gift Card is lost, stolen, destroyed or used without your permission. Google will have the right to close customer accounts and bill alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on Google.com.

**Online Assistance and Customer Care.** To view your Google Play Gift Card balance, visit <https://wallet.google.com/viewWallet>. To speak to customer care about a Gift Card issue, call us at 1-855-466-4438.

## 6. Limitations on Use of Services.

Notwithstanding any limitations described elsewhere in this Agreement, we may establish general practices and limits concerning use of the Services, including without limitation individual or aggregate transaction limits on the dollar amount or number of Payment Transactions during any specified time period(s). We reserve the right to change, suspend or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any Service feature, without notice and without liability. We also reserve the right to impose limits on certain Service features or restrict access to some or all of the Services without notice and without liability. We may decline to process any Payment Transaction without prior notice to Buyer or merchant.

GPC may delay payment processing of suspicious transactions or attempted Payment Transactions which may involve fraud or misconduct, or violate Applicable Law, these Terms of Service, or other applicable GPC policies, as determined in GPC's sole and absolute discretion. Buyer authorizes the charge or debit to Buyer's Payment Instrument, by GPC as agent of the Seller, as necessary to complete processing of a Payment Transaction. Buyer also authorizes the crediting or debiting, as applicable, to Buyer's Payment Instrument, by GPC as agent of the Seller, in connection with chargebacks, reversals, refunds, or adjustments through the Service by a Seller.

We may limit or suspend your use of one or more Services at any time, in our sole and absolute discretion. If we suspend your use of a Service, we will attempt to notify you by electronic mail. Suspension of your use of a Service will not affect your rights and obligations pursuant to these Terms of Service arising before or after such suspension or with respect to any non-terminated Services.

The Google Mobile Wallet is intended for use on mobile devices, Android operating systems, or other devices or operating systems approved by Google, as provided to you directly by Google or your mobile carrier. You are strictly prohibited from using the Google Mobile Wallet on a mobile device or Android operating system, or other device or operating system approved by Google, that has been modified or customized in any way. You bear sole responsibility for such unauthorized use of the Google Mobile Wallet on a modified mobile device, Android operating system, or other device or operating system approved by Google.

## **7. Privacy.**

You understand and agree that personal information provided to Google or GPC in connection with the Services is subject to the Google Wallet Privacy Policy: <http://www.google.com/wallet/privacy.html>. By agreeing to these Terms of Service you hereby agree to the Google Wallet Privacy Policy, which may be updated by Google or GPC from time to time. You understand and agree that, to the extent permitted by Applicable Law, any data you provide to GPC in connection with the Services may be shared with Google and, conversely, any data you provide to Google in connection with the Services may be shared with GPC.

You may opt-in to providing location data through your mobile device so that Google Mobile Wallet can provide you with more relevant advertising, payment information, Offers or Reward Program Items based on your location. If you opt-in to providing location data, you consent to the collection, use, sharing, and onward transfer of location data, as further set forth in the Google Wallet Privacy Policy. Google may receive information through your mobile device about your actual location (such as GPS signals sent by your mobile device) or information that can be used to approximate a location (such as a cell ID).

## **8. Username and Password Information.**

You are responsible for: 1) maintaining the confidentiality of your username and password, 2) any and all transactions by persons that you give access to or that otherwise use such username or password, and 3) any and all consequences of use or misuse of your username and password. You agree to notify us immediately of any unauthorized use of your username or password or any other breach of security regarding the Services of which you have knowledge.

If you are a business entity, you agree that all officers, employees, agents, representatives and others having access to the username and/or password shall be vested by you with the authority to use the Services and to legally bind you. You shall be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by you, that access the Services using the business' user name and password.

## **9. Electronic Communications.**

GPC, Google Wallet, and Third Party Providers may be required to provide certain disclosures, notices and communications (collectively "Communications") to you in written form. Pursuant to these Terms of Service, we will deliver such Communications to you in electronic form. Your agreement to the Terms of Service confirms your ability and consent to receive such Communications electronically, rather than in paper form.

### **Electronic delivery of communications.**

You agree and consent to receive electronically all Communications provided to you in connection with your Google Wallet account and your use of the Google Wallet Services. Communications include: (a) agreements and policies you must agree to in order to use the Google Wallet Services (e.g., the Google Wallet Terms of Service and Privacy Notice), including updates to those agreements and policies; (b) payment authorizations and transaction receipts or confirmations; (c) account statements and history; and, (d) all other communications or documents related to or about your account and your use of the Google Wallet services.

Electronic Communications shall be deemed to be received by you upon delivery in the following manner: (a) posting them to your Google Wallet account on the Google Wallet website or in the Google Wallet mobile application; (b) posting them on or in Google or Google Wallet websites and mobile applications; (c) sending them via electronic mail to the email address you used to create your Google and Google Wallet account registrations; or, (d) otherwise communicating them to you via the Google Wallet Services.

It is your responsibility to log on to your Google Wallet account and the Google Wallet Services to open and review Communications that we deliver to you through those means. We may, but are not obligated to under these Terms of Service, provide you with notice of the posting of a Communication to your Google Wallet account or the Google Wallet Services.

You should maintain copies of electronic Communications by printing paper copies or saving electronic copies, as applicable.

### **Hardware and software requirements**

In order to access and retain electronic Communications, you will need to maintain the following computer hardware and software at your own expense:

1. a computer or mobile device with internet or mobile connectivity;
2. a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
3. Adobe Acrobat Reader version 8.0 (<http://get.adobe.com/reader/>) and above to open documents in .pdf format;
4. access to the valid email address you used to create your Google and Google Wallet account registrations; and,
5. sufficient storage space to save past Communications or an installed printer (or access to Google Cloud Print) to print them.

By giving your consent to these Terms of Service, you confirm that you are able to meet the above requirements, and that you can receive, open, and print or save any Communications referenced in these Terms of Services for your records.

### **Requesting additional copies and withdrawing consent**

The following additional terms will apply to such electronic Communications: (a) you may contact GPC, Google Wallet or the Third Party Provider, as applicable, to request another electronic copy of the electronic Communication without a fee; (b) you may request a paper copy of such electronic Communication within ninety days of the original Communication issuance date, and GPC, Google Wallet or the Third Party Provider, as applicable, reserves the right to charge a fee to provide such paper copy; (c) you may contact Google to update your registration information used for electronic Communications or to withdraw consent to receive electronic Communications; and (d) GPC, Google Wallet or the Third Party Provider reserves the right to terminate your use of Google Wallet and the associated Third Party Provider products and services if you decline or withdraw consent to receive electronic Communications.

You may contact Google in relation to these Terms of Service by using the Contacting Us page in the Help link in the footer of your Google Wallet account.

## **10. Termination of Service.**

We may, in our sole and absolute discretion without liability to you or any third party, terminate your use of one or more Services for any reason, including without limitation inactivity or violation of these Terms of Service or other policies we may establish from time to time.

Upon termination of your use of the Services, you remain liable for all Payment Transactions and any other obligations you have incurred under these Terms of Service. Upon termination, we have the right to prohibit your access to the Services, including without limitation by deactivating your username and password, and to refuse future access to the Services by you or if a business entity, its parent, affiliates or subsidiaries or its or their successors).

## **11. Responsibility for Taxes.**

The reporting and payment of any applicable taxes arising from the use of the Services is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with Payment

Transactions made through the Services.

## 12. No Endorsement of Products.

GPC and Google do not represent or endorse, and shall not be responsible for: (a) the reliability or performance of any Seller, merchant or Third Party Provider; (b) the safety, quality, accuracy, reliability, integrity or legality of any Product, Offer or Reward Program Item; (c) the truth or accuracy of the description of any Product, Offer, or Reward Program Item, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, “**Content**”) displayed or distributed, purchased or paid through the Service, or the Google Web Sites; or (d) your ability to buy or redeem Products, Offers or Reward Program Items using the Services. GPC and Google hereby disclaim any liability or responsibility for errors or omissions in any Content in the Services. GPC and Google reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms of Service.

## 13. Indemnification.

You agree to indemnify, defend and hold harmless GPC, Google, and their subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (including without limitation, Bancorp and Paymentech, L.P. and relevant Customers) (collectively “**Indemnified Parties**”) from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) your use of the Services; (ii) any breach or non-compliance by you of any term of these Terms of Service or any GPC Party policies; (iii) any dispute or litigation caused by your actions or omissions; or (iv) your negligence or violation or alleged violation of any Applicable Law or rights of a third party.

## 14. Disclaimer.

THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, ARE PROVIDED “AS IS.” TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GPC, GOOGLE, AND THEIR SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR AGENTS, CO-BRANDERS OR OTHER PARTNERS, INCLUDING BUT NOT LIMITED TO, DEVICE MANUFACTURERS (COLLECTIVELY, “**GPC PARTIES**”), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICES OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES. EACH GPC PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE GPC PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE GPC PARTIES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING,

BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.

THE GPC PARTIES ARE NOT RESPONSIBLE FOR THE ACCURACY OF ANY PAYMENT INSTRUMENT, OFFER, OR REWARD PROGRAM ITEM INFORMATION, INCLUDING, WITHOUT LIMITATION, WHETHER SUCH INFORMATION IS CURRENT AND UP-TO-DATE. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH INFORMATION IS REPORTED BY THE ISSUER AS OF A PARTICULAR TIME ESTABLISHED BY THE ISSUER AND MAY NOT ACCURATELY REFLECT YOUR CURRENT TRANSACTIONS, AVAILABLE BALANCE, OR OTHER ACCOUNT OR PROGRAM DETAILS AT THE TIME THEY ARE DISPLAYED TO YOU THROUGH THE SERVICES OR AT THE TIME YOU MAKE A PURCHASE OR REDEMPTION. YOU MAY INCUR FEES, SUCH AS OVERDRAFT FEES OR OTHER CHARGES AS A RESULT OF SUCH TRANSACTIONS, PER YOUR AGREEMENT WITH YOUR PAYMENT INSTRUMENT, OFFER, OR REWARD PROGRAM ITEM ISSUER, OR YOUR ATTEMPT TO MAKE A PURCHASE OR REDEMPTION MAY NOT BE SUCCESSFUL.

## **15. Limitations of Liability; Force Majeure.**

IN NO EVENT SHALL ANY GPC PARTY BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY GPC PARTY OR THE SERVICES, OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE GPC PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE GPC PARTIES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE NET FEES GPC HAS ACTUALLY RECEIVED AND RETAINED FROM YOUR VALID TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no GPC Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

## **16. Governing Law.**

These Terms of Service shall be governed by the laws of California, except for California's choice of law rules, and applicable federal United States laws. Each party agrees to submit to personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to the Terms of Service the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

## 17. Notice.

In addition to the electronic communications authorized under the Section entitled, “Electronic Communications”, statements, notices and other communications to you may be made by mail, email, postings on the Google Web Sites or other reasonable means. We may also provide notices of changes to the Terms of Service or other matters by displaying links to notices on the Google Web Sites. Notice to GPC and Google may be made by mail to:

Google Inc.  
Attn: Google Wallet  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

## 18. Modification of Terms of Service.

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of these Terms of Service at any time by posting notification [here](#) or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services.

## 19. Assignment.

You may not assign these Terms of Service or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. We reserve the right to freely assign these Terms of Service and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Terms of Service shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

## 20. Survival.

Upon termination of your use of the Services or termination of these Terms of Service for any reason, in addition to this section, the following sections shall survive termination: 3.2, 3.8 through 3.11, and 9 through 21.

## 21. Other Provisions.

The failure of GPC or Google to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. These Terms of Service, including GPC’s or Google policies governing the Services referenced herein, constitutes the entire agreement between you and GPC with respect to the use of the Services. These Terms of Service is not

intended and shall not be construed to create any rights or remedies in any parties other than you and GPC, Google, and other GPC affiliates which each shall be a third party beneficiary of these Terms of Service, and no other person shall assert any rights as a third party beneficiary hereunder.